

1 BILL NO. S-83-09-2/

2 SPECIAL ORDINANCE NO. S-204-83

3 AN ORDINANCE approving an Agreement
4 for Sewer Extension between Artisans-
5 Stauffer, Inc., and the City of Fort
6 Wayne, Indiana, in connection with
7 the Board of Public Works.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
9 OF THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That Agreement for Sewer Extension dated
11 August 17, 1983 between Artisans-Stauffer, Inc., and the City of
12 Fort Wayne, Indiana, by and through its Mayor and the Board of
13 Public Works, respectfully for:

14 Description of Sanitary Sewer Mains within
15 FoxChase Condominiums

16 Sanitary Main Number 1

17 Commencing at an existing Manhole at Station
18 0 plus 00, said Manhole being located at the
19 south property corner of Lot 291 as platted
20 in Concordia, Section G; thence southwesterly
21 a distance of 210 feet to Manhole #1 at Sta-
22 tion 2 plus 10, said Manhole being located on
23 the south right-of-way line of FoxChase Run;
24 thence southwesterly within an easement running
25 along the south line of FoxChase Run a distance
26 of 275 feet to Manhole #2 at Station 4 plus
27 85; thence continuing southwesterly along the
28 right-of-way of FoxChase Run a distance of
29 375 feet to Manhole #2 at Station 8 plus 60;
30 thence continuing southwesterly a distance of
31 285 feet to Manhole #4 at Station 11 plus 45;
32 thence continuing northwesterly within an ease-
ment along the south right-of-way line of Fox-
Chase Run a distance of 400 feet to Manhole
#5 at Station 15 plus 45; then westerly within
an easement along the south right-of-way line
of FoxChase Run a distance of 270 feet to Man-
hole #6 at Station 18 plus 15. Said Manhole
#6 terminates the description of Sanitary
Sewer Main #1.

Sanitary Lateral Number 1

Commencing at the above reference Manhole #1
at Station 2 plus 10, said Manhole being located
along the south right-of-way of FoxChase Run,
thence easterly a distance of 330 feet to Man-
hole #1-A at Station 3 plus 30; thence south-
easterly within an easement along the south
right-of-way of FoxChase Run a distance of 185
feet to Manhole #1-B at Station 5 plus 15. Said
Manhole #1-B terminates the description of Sani-
tary Lateral #1.

Said sewer when accepted by the City will serve the following described real estate:

A part of Richardsville Reserve in T31N R13E Allen County, Indiana more particularly described as follows; Commencing at the Southwest corner of Richardsville Reserve in T31N R13E; Thence North 25 Degrees 00 Minutes 00 Seconds East along the West line of said Reserve a distance of 3,224 feet to the Point of Beginning; thence continuing North 26 Degrees 00 Minutes 00 Seconds East along the aforesaid Reserve line a distance of 485.52 feet; thence South 88 Degrees 46 Minutes 13 Seconds East a distance of 1,690.66 feet; thence South 89 Degrees 21 Minutes 51 Seconds East a distance of 562.18 feet; thence South 32 Degrees 30 Minutes 10 Seconds West a distance of 197.05 feet; thence South 57 Degrees 29 Minutes 50 Seconds East a distance of 100.00 feet; thence South 32 Degrees 30 Minutes 10 Seconds West a distance of 2,310.00 feet to the Point of Beginning containing 22.80 acres more or less.

A part of Richardsville Reserve in Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Commencing at the Southwest corner of Richardsville Reserve in Township 31 North, Range 13 East, thence North 25 Degrees 00 Minutes 00 Seconds East along the West line of said Reserve a distance of 3,224 feet to the point of beginning; thence continuing North 26 Degrees 00 Minutes 00 Seconds East along the aforesaid Reserve line a distance of 485.52 feet; thence South 88 Degrees 46 Minutes 13 Seconds East a distance of 1,690.66 feet; thence South 89 Degrees 21 Minutes 51 Seconds East a distance of 562.18 feet to the point of beginning; thence continuing South 89 Degrees 21 Minutes 51 Seconds East a distance of 1,658.95 feet; thence South 18 Degrees 27 Minutes 44 Seconds West a distance of 461.36 feet; thence North 89 Degrees 06 Minutes 17 Seconds West a distance of 1,668.48 Feet to the easterly boundary of FoxChase, Section I; thence along said easterly line by the following described courses: North 32 degrees 30 minutes 10 seconds East a distance of 249.14 feet; North 57 degrees 29 minutes 50 seconds West a distance of 100.00 feet; North 32 degrees 30 minutes 10 seconds East a distance of 197.05 feet to the point of beginning containing 16.58 acres more or less.

no cost to the City is involved (cost to Artisans-Stauffer, Inc. is Seventy Thousand Sixty-Six and No/100 Dollars (\$70,066.00; all

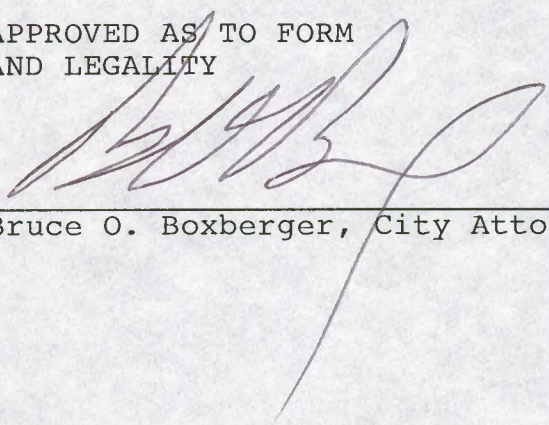
Page Three

as more particularly set forth in said Agreement, which is on file with the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed, and approved. Two (2) copies of said Agreement are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY



Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 9-13-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Quinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-27-83

Sandra E. Kennedy
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. 1-204-83, on the 27th day of September, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy
CITY CLERK

Ray A. E. York
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of Sept., 1983, at the hour of 11:30 o'clock 17 M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 30th day of September, 1983, at the hour of 12 o'clock P. M., E.S.T.

WIN MOSES, JR.
MAYOR



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

August 23, 1983

The Common Council
Fort Wayne, Indiana

Re: Sanitary Sewer Extension Agreement for FoxChase Condominiums

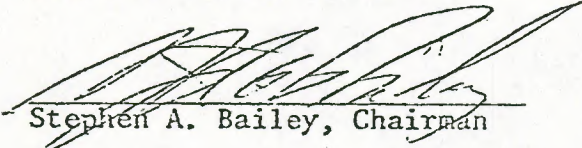
Gentlemen and Mrs. Bradbury:

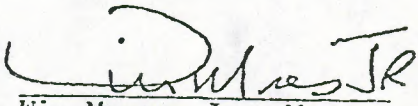
An agreement for sanitary sewer extension by and between Artisans-Stauffer, Inc., an Indiana Corporation, Fort Wayne, Indiana and the City of Fort Wayne has been signed. Artisans-Stauffer, Inc. is constructing a new condominium and desires to obtain sanitary sewer services. The owner has agreed to construct a sewer known as FoxChase Sanitary Sewer Extension. There are no City funds involved in construction.

The Board of Public Works respectfully requests "Prior Approval" so that the City can show a continued effort to work with developers to create jobs immediately.

BOARD OF PUBLIC WORKS

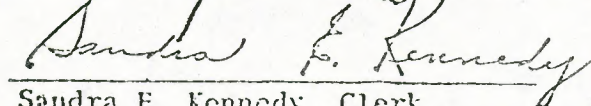
CITY OF FORT WAYNE


Stephen A. Bailey, Chairman


Win Moses, Jr., Mayor

APPROVED:

ATTEST:


Sandra E. Kennedy, Clerk

sjh

attachment

AN EQUAL OPPORTUNITY EMPLOYER

73-151-31

8/17/83

H.I.

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate this 17th day of August 1983, by and between Artisans-Stauffer, Inc., an Indiana Corporation, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY," WITNESSETH:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows:

Description of Sanitary Sewer Mains within FoxChase Condominiums

Sanitary Main Number 1

Commencing at an existing Manhole at Station 0 plus 00, said Manhole being located at the south property corner of Lot 291 as platted in Concordia, Section G; thence southwesterly a distance of 210 feet to Manhole #1 at Station 2 plus 10, said Manhole being located on the south right-of-way line of FoxChase Run; thence southwesterly within an easement running along the south line of FoxChase Run a distance of 275 feet to Manhole #2 at Station 4 plus 85; thence continuing southwesterly along the right-of-way of FoxChase Run a distance of 375 feet to Manhole #2 at Station 8 plus 60; thence continuing southwesterly a distance of 285 feet to Manhole #4 at Station 11 plus 45; thence continuing northwesterly within an easement along the south right-of-way line of FoxChase Run a distance of 400 feet to Manhole #5 at Station 15 plus 45; then westerly within an easement along the south right-of-way line of FoxChase Run a distance of 270 feet to Manhole #6 at Station 18 plus 15. Said Manhole #6 terminates the description of Sanitary Sewer Main #1.

Sanitary Lateral Number 1

Commencing at the above referenced Manhole #1 at Station 2 plus 10, said Manhole being located along the south right-of-way of FoxChase Run, thence easterly a distance of 330 feet to Manhole #1-A at Station 3 plus 30; thence southeasterly within an easement along the south right-of-way of FoxChase Run a distance of 185 feet to Manhole #1-B at Station 5 plus 15. Said Manhole #1-B terminates the description of Sanitary Lateral #1.

in accordance with plans, specifications and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as the FoxChase Condominiums as drawn by Turnbull Engineering Company dated July 15, 1983 which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the "OWNER" has an interest, but also in adjoining land areas and;

WHEREAS, the cost of construction of said sewer is represented to be \$ 70,066.00 .

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY" approval. All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY" and "CITY" shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by "CITY," and all further maintenance thereafter shall be borne by "CITY."

2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate as shown in Exhibit "A" and described as follows:

A part of Richardsville Reserve in T31N R13E Allen County, Indiana more particularly described as follows; Commencing at the Southwest corner of Richardsville Reserve in T31N R13E; Thence North 25 Degrees 00 Minutes 00 Seconds East along the West line of said Reserve a distance of 3,224 feet to the Point of Beginning; thence continuing North 26 Degrees 00 Minutes 00 Seconds East along the aforesaid Reserve line a distance of 485.52 feet; thence South 88 Degrees 46 Minutes 13 Seconds East a distance of 1,690.66 feet; thence South 89 Degrees 21 Minutes 51 Seconds East a distance of 562.18 feet; thence South 32 Degrees 30 Minutes 10 Seconds West a distance of 197.05 feet; thence South 57 Degrees 29 Minutes 50 Seconds East a distance of 100.00 feet; thence South 32 Degrees 30 Minutes 10 Seconds West a distance of 2,310.00 feet to the Point of Beginning containing 22.80 acres more or less.

A part of Richardsville Reserve in Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Commencing at the Southwest corner of Richardsville Reserve in Township 31 North, Range 13 East, thence North 25 Degrees 00 Minutes 00 Seconds East along the West line of said Reserve a distance of 3,224 feet to the point of beginning; thence continuing North 26 Degrees 00 Minutes 00 Seconds East along the aforesaid Reserve line a distance of 485.52 feet; thence South 88 Degrees 46 Minutes 13 Seconds East a distance of 1,690.66 feet; thence South 89 Degrees 21 Minutes 51 Seconds East a distance of 562.18 feet to the point of beginning; thence continuing South 89 Degrees 21 Minutes 51 Seconds East a distance of 1,658.95 feet; thence South 18 Degrees 27 Minutes 44 Seconds West a distance of 461.36 feet; thence North 89 Degrees 05 Minutes 17 Seconds West a distance of 1,668.48 feet to the easterly boundary of FoxChase, Section I; thence along said easterly line by the following described courses: North 32 degrees 30 minutes 10 seconds East a distance of 249.14 feet; North 57 degrees 29 minutes 50 seconds West a distance of 100.00 feet; North 32 degrees 30 minutes 10 seconds East a distance of 197.05 feet to the point of beginning containing 16.58 acres more or less.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by the sewer by the present or future owners of said real estate except only as to such standard

tap-in inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE

The area connection charges established by the City under the St. Joe Sanitary Interceptor Sewers Resolution No. 61-140-11 as recorded in Allen County Recorder's Office under 74-22909 are hereby made applicable for the net "Area of the Developer" as shown on Exhibit "A." The total area of the developer is 39.38 acres. The unassessable acreage being parks, lakes, and street area equal 19.38 acres.. The assessable acreage is 20.0 acres for residential purposes. The net assessment shall be 20.0 acres times \$475.00 per acre totaling \$9,500.00 payable in two installments of \$4,750.00 and \$4,750.00. The first installment shall be paid prior to the start of construction of Phase I Sanitary Sewers. The second installment shall be paid prior to the start of construction of Phase II Sanitary Sewers as shown in Exhibit "A."

5. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Maintenance Bond for 25 percent of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY."

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER," for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

If further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER," for himself, his successors and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real

estate described in Article 3 herein. .

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER," its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER," his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer, (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395)

8. COUNCILMANIC APPROVAL

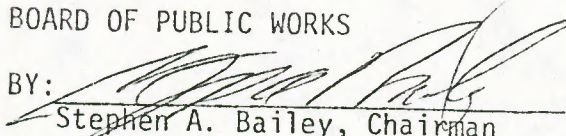
It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.


ARTISANS-STAUFFER, INC.

BOARD OF PUBLIC WORKS

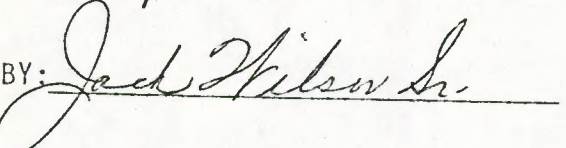
BY:

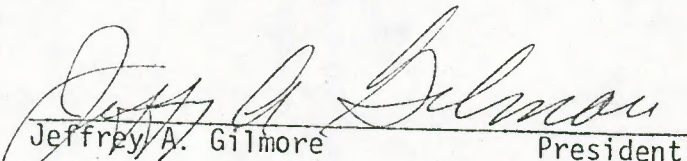

Stephen A. Bailey, Chairman

BY:

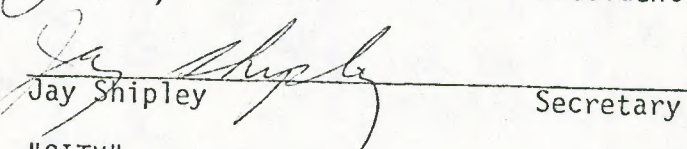

Betty Collins, Member

BY:


Jack Wilson Sr.


Jeffrey A. Gilmore

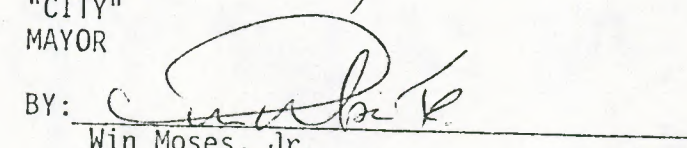
President


Jay Shipley

Secretary

"CITY"
MAYOR

BY:


Win Moses, Jr.

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. Snouffer
ASSOCIATE CITY ATTORNEY
STATE OF INDIANA
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffry A. Gilmore, President and Jay Shipley, Sec. who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 15th day of August, 1983.

Betty J. Mitchell
Notary Public Betty J. Mitchell
Resident of Allen County

My Commission Expires:

May 5, 1985

STATE OF INDIANA
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, City of Fort Wayne, Indiana, and Stephen A. Bailey, Chairman, Board of Public Works, and Betty R. Collins and Jack S. Wilson, Members, respectively, of the Board of Public Works, and acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 17 day of August, 1983.

Shelma A. Morris
~~Shelma A. Morris~~ Notary Public
Resident of Allen County

My Commission expires:

Aug. 2-1987

This instrument prepared by
Orrin Sessions

BILL NO. _____

S-83-09-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving an Agreement for Sewer Extension between
Artisan-Stauffer, Inc., and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE _____ PASS.

VICTURE L. SCRUGGS, CHAIRMAN

Victure Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN

Samuel J. Talarico

DONALD J. SCHMIDT

D. Schmidt

MARK E. GIAQUINTA

Mark E. Giaquinta

PAUL M. BURNS

Paul M. Burns

*Concurred
in 5-27-83*

Sandra E. Kennedy

Admn. Appr.

TITLE OF ORDINANCE Agreement for Sewer Extension with Artisans-Stauffer, Inc. to 640
DEPARTMENT REQUESTING ORDINANCE Board of Public Works serve Foxchase Condominiums
SYNOPSIS OF ORDINANCE See attached agreement S-83-09-21

PRIOR APPROVAL received 8/23/83

EFFECT OF PASSAGE Sewer Mains within FoxChase Condominiums

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$70,066.00 Cost to Artisans-Stauffer, Inc.
NO COST TO CITY

ASSIGNED TO COMMITTEE